UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHARLES STROUCHLER, SARA CAMPOS, by her next friend ANA SIMARD, and AUDREY ROKAW, by her next friend NINA PINSKY, individually and on behalf of all others similarly situated,

Plaintiffs,

- against -

NIRAV SHAH, M.D., as Commissioner of the New York State Department of Health, and ELIZABETH BERLIN, as Executive Deputy Commissioner of the New York State Office of Temporary and Disability Assistance, and ROBERT DOAR, as Administrator of the New York City Human Resources Administration/Department of Social Services,

Defendants.

Index No. 12 CV. 3216 (SAS)

(ECF Case)

STIPULATION OF SETTLEMENT OF CLASS ACTION AND ORDER

WHEREAS, by Complaint dated April 24, 2012, and First Amended Complaint dated June 27, 2012, named Plaintiffs, on behalf of themselves and a class of similarly situated persons (collectively, "Class Plaintiffs"), commenced this action ("the Action") against Defendant NIRAV SHAH, M.D., as Commissioner of the New York State Department of Health ("State Defendant"),[1] Defendant ELIZABETH BERLIN, as Executive Deputy Commissioner of the New York State Office of Temporary and Disability Assistance, and Defendant ROBERT DOAR, as Commissioner of the New York City Human Resources Administration ("City

[1] Pursuant to Federal Rule of Civil Procedure Rule 25(d)(1), Howard Zucker, M.D., as Acting Commissioner of the New York State Department of Health ("NYS DOH"), is automatically substituted as a party for claims originally brought against Nirav Shah, M.D., the former Commissioner of NYS DOH.

Case 1:12-cv-03216-SAS Document 82-4 Filed 06/20/14 Page 2 of 25

Defendant")[2] (together with State Defendant, "Defendants," and with Class Plaintiffs, "the Parties");

WHEREAS, this action was voluntarily dismissed against Defendant Elizabeth Berlin, as Executive Deputy Commissioner of the New York State Office of Temporary and Disability Assistance;

WHEREAS, City Defendant and State Defendant each answered the First Amended Complaint and denied each allegation of wrongdoing contained in the First Amended Complaint;

WHEREAS, Plaintiffs filed motions for a preliminary injunction and for certification of a class;

WHEREAS, by Opinion and Order dated September 4, 2012 ("September 4th Opinion"), this Court granted Plaintiffs' application for a preliminary injunction to the extent of providing for prospective relief but declined to order retroactive relief pending further proceedings;

WHEREAS, in compliance with the September 4th Opinion, on October 3, 2012, State Defendant published GIS 12-MA/26, which directed local social services districts, including City Defendant's district, how to apply 18 N.Y.C.R.R. § 505.14 in a manner consistent with the September 4th Opinion;

WHEREAS, by Opinion and Order dated October 5, 2012, this Court certified a class defined as: "All New York City Medicaid recipients of continuous personal care services who, at any time since January 1, 2011, have been threatened with unlawful reduction or discontinuance of these services or whose care has been unlawfully reduced or discontinued because the City Defendant has determined that they do not meet the medical criteria for these services";

---

[2] Pursuant to Federal Rule of Civil Procedure Rule 25(d)(1), Commissioner Steven Banks is automatically substituted as a party for claims originally brought against Robert Doar, the former Commissioner of the Human Resources Administration.

WHEREAS, State Defendant has drafted revisions to 18 N.Y.C.R.R. §§ 505.14 and 505.28 with the intention of reflecting the principles expressed in the September 4th Opinion, and has shared a confidential draft with all parties;

WHEREAS, the Parties desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

WHEREAS, the Parties are entering into this Stipulation of Settlement of a Class Action and Order ("Stipulation") solely for the purpose of settling this action on behalf of the Parties;

WHEREAS, the Parties desire to settle this action on terms and conditions just and fair to all parties;

WHEREAS, Class Plaintiffs are represented in this action by Leslie Salzman, Esq., Toby Golick, Esq., The New York Legal Assistance Group, and JASA/Legal Services For The Elderly In Queens (collectively, "Class Counsel"); and

WHEREAS, Class Counsel represent that they have not received, and will not receive, any payment in connection with work done on behalf of the Class Plaintiffs in this action regarding claims against the Defendants from the Class Plaintiffs or any other source apart from any payment of fees made by Defendants pursuant to this Stipulation;

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND ORDERED:

I. STATE DEFENDANT'S OBLIGATION TO PROMULGATE REVISED REGULATIONS UNDER THE STIPULATION

1. State Defendant shall amend its regulations at 18 N.Y.C.R.R. § 505.14 and 18 N.Y.C.R.R. § 505.28 by codifying the principles that appear in subparagraphs (a) through (e) of this paragraph such that:

A local social services district shall not reduce or terminate the level of care provided to any Medicaid-funded recipient of continuous personal care services or continuous consumer directed personal assistance ("recipient") for any of the following reasons:

a. the recipient needs only "some" assistance;

b. the recipient's needs can be predicted or scheduled;

c. the recipient's only medical needs are turning and positioning;

d. there has been a change in the recipient's medical condition, unless the local district submits to the recipient a notice that identifies the change and states why the prior services are no longer needed; or

e. there has been a mistake in the previous assessment, unless the local district submits to the recipient a notice that identifies the mistake and states why the prior services are not needed.

2. Within 90 days after the Effective Date of this Stipulation, State Defendant will make its best efforts to submit a "Notice of Proposed Rulemaking" that proposes to amend regulations codified at 18 N.Y.C.R.R. § 505.14 and 18 N.Y.C.R.R. § 505.28 so that they are consistent with Paragraph 1 of this Stipulation for publication in the New York State Register as provided in Article 2 of the New York State Administrative Procedure Act ("SAPA"). The process of final adoption of said regulations, including the request for and review of public comments, will be as provided in Article 2 of the SAPA.

3. At the conclusion of the public comment and review process provided by Article 2 of the SAPA, State Defendant will adopt regulations codified at 18 N.Y.C.R.R. § 505.14 and 18 N.Y.C.R.R. § 505.28 that are consistent with Paragraph 1 of this Stipulation. State Defendant shall send Class Counsel notice of the adoption of final regulations under this paragraph.

4. State Defendant will provide training to administrative law judges who conduct administrative fair hearings on behalf of State Defendant at the regular training cycle about application of the newly-adopted regulations. State Defendant shall send Class Counsel notice of scheduled dates for training of relevant administrative law judges on the application of the newly-adopted regulations.

5. State Defendant will give notice through its normal channels to local social services districts, managed care organizations, and managed long term care plans regarding the newly-adopted regulations. Counsel for State Defendant shall send Class Counsel a copy of any such notice disseminated.

II. CITY DEFENDANT'S SUBSTANTIVE OBLIGATIONS UNDER THE STIPULATION

6. Notwithstanding the language of 18 N.Y.C.R.R. § 505.14 and 18 N.Y.C.R.R. § 505.28 that was in effect when the Complaint and Amended Complaint were filed and when this Court issued its September 4th Opinion, State Defendant directs, and City Defendant agrees that it will comply with such direction, that, beginning on the Effective Date of this Stipulation (as defined in paragraph 11 below), City Defendant shall not reduce or terminate the continuous personal care services or continuous consumer directed personal assistance ("personal care services") of any Medicaid recipient of personal care services ("recipient") for any of the following reasons:

a. the recipient needs only "some" assistance;

b. the recipient's needs can be predicted or scheduled;

c. the recipient's only medical needs are turning and positioning;

d. there has been a change in the recipient's medical condition, unless City Defendant submits to the recipient a notice that identifies the change and states why the prior services are no longer needed; or

e. there has been a mistake in the previous assessment, unless City Defendant submits to the recipient a notice that identifies the mistake and states why the prior services are not needed.

7. On the date that the newly-adopted regulations published by State Defendant pursuant to Part I of this Stipulation become effective under the New York State Administrative Procedure Act, City Defendant's obligations under paragraph 6 above shall terminate, unless the implementation of the newly-adopted regulations is stayed by the Court.

8. If implementation of the newly-adopted regulations is stayed, City Defendant shall continue to comply with paragraph 6 above until the stay ends and newly-adopted regulations go into effect. At that time, City Defendant's obligations under paragraph 6 above shall terminate.

9. Once City Defendant's obligations under paragraph 6 above terminate pursuant to either paragraph 7 or paragraph 8 above, City Defendant shall have no further substantive obligations under this Stipulation, except as provided in paragraphs 10, 22, 25, and 27 and in Part IX below.

III. MONITORING

10. City Defendant agrees that within five business days of receipt of a Decision After Fair Hearing ("DAFH") affirming City Defendant's determination to reduce or terminate continuous personal care services, it will forward a copy of the DAFH to class counsel by e-mail transmission. Within five days of receipt of such DAFH, Class Counsel may request a copy of

the fair hearing evidence packet from City Defendant. Within ten business days of such a request City Defendant will provide the evidence packet to Class Counsel by e-mail transmission.

IV. RESOLUTION OF CLAIMS IN THE FIRST AMENDED COMPLAINT

11. The Effective Date of this Stipulation is the date this Court so-orders this Stipulation as fair, reasonable, and adequate as provided in Federal Rule of Civil Procedure 23(e).

12. As of the Effective Date of this Stipulation, the original Complaint, the Amended Complaint, and all claims that were asserted therein by or on behalf of the named Plaintiffs and/or all Class Members, shall be, and hereby are, dismissed with prejudice. Plaintiffs' and Class Members' remedies shall be and hereby are limited to enforcement of the provisions of this Stipulation.

13. Upon the Court's approval of this Stipulation as fair, reasonable, and adequate, Plaintiffs, individually and on behalf of each member of the certified class, and on behalf of the respective heirs, executors, administrators, personal representatives, successors, and assigns of each of themselves and each class member, hereby jointly and severally release and forever discharge, on the merits and with prejudice, City Defendant and State Defendant, including, without limitation, City Defendant's and State Defendant's past and present officials, employees, departments, agencies, representatives, directors, and agents, their successors and assigns, and their respective heirs, executors, administrators, personal representatives, and transferees, (collectively "the Releasees") and each of them, from any and all claims, actions, costs, expenses, and attorney's and expert fees, except as provided in Parts VIII and IX of this Stipulation, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued

or not accrued, direct or indirect, from the beginning of time through the Effective Date of this Stipulation, that Plaintiffs and the members of the certified class, and each of them, ever had, now has or have, or can, shall, or may hereafter have against the Releasees or any of them, either alone or in any combination with others, for, by reason of, involving, concerning, arising from or relating to the same transaction, events, or occurrences that were asserted in the Complaint and/or the First Amended Complaint.

V. JURISDICTION OF THIS COURT WITH REGARD TO STATE DEFENDANT

14. As of the Effective Date of this Stipulation, the jurisdiction of this Court shall terminate against State Defendant for all purposes, except that the Court shall maintain continuing jurisdiction solely for the purpose of adjudicating a motion for fees as provided in paragraphs 44 or 47 of this Stipulation, and for enforcement of this Stipulation until 12 months after the adoption of final regulations pursuant to Paragraph 3 of this Stipulation. On that date, except as provided in Paragraph 15 of this Stipulation, the Court's jurisdiction against State Defendant shall end, all rights arising under the provisions of this Stipulation shall terminate, and all obligations arising under the provisions of this Stipulation shall be deemed satisfied.

15. If any motion for enforcement of the provisions of this Stipulation against State Defendant is pending on the date that the Court's jurisdiction would otherwise end pursuant to Paragraph 14 of this Stipulation, the Court's jurisdiction shall extend until either the date the Court denies such motion, or a date set by the Court in an Order granting a motion to enforce this Stipulation, whichever is later. Any extension of jurisdiction based on non-compliance with any provisions of this Stipulation shall apply solely to those provisions for which the Court has found systemic non-compliance or failure to enact regulations pursuant to Paragraph 3 herein. In no event shall any extension or extensions of jurisdiction extend the Court's jurisdiction beyond 24

months after State Defendant's adoption of final regulations pursuant to Paragraph 3 of this Stipulation, except with regard to a motion for attorney's fees in the event that State Defendant does not obtain approval from certain officials as described in Paragraph 47 of this Stipulation.

16. If, within three months from the date counsel for State Defendant notifies Class Counsel that regulations are adopted as provided in Paragraph 3 of this Stipulation, Class Counsel believe that State Defendant has adopted regulations that are not consistent with Paragraph 1 of this Stipulation, Class Counsel shall notify State Defendant's counsel in writing of the nature and specifics of any alleged failure by State Defendant to comply with Paragraph 3 of this Stipulation at least 14 days before any motion is made for enforcement of this Stipulation or to stay implementation of the challenged sections of the newly-adopted regulations. Unless otherwise resolved, Class Counsel and State Defendant's counsel shall confer within the 14 day period following notice to State Defendant's counsel in an attempt to resolve the claims. If no resolution is reached within 14 days from the date of notice, Class Plaintiffs may move this Court pursuant to Paragraph 18 of this Stipulation for an order for relief against State Defendant.

17. If Class Counsel believe that State Defendant has systemically failed to comply with any provision contained in Part I of this Stipulation, other than those contained in paragraph 3 of this Stipulation, or as provided in paragraph 19 of this Stipulation, Class Counsel shall notify State Defendant's counsel in writing of the nature and specifics of any alleged systemic failure to comply with these provisions of this Stipulation at least 30 days before any motion is made for enforcement of this Stipulation. In addition, with respect to any other motion regarding an alleged systemic failure to comply with any other provisions of this Stipulation, Class Counsel shall notify State Defendant's counsel in writing of the nature and specifics of the alleged systemic failure to comply with these provisions of this Stipulation at least 30 days

before any motion is made regarding the systemic failure to comply with this Stipulation. Unless otherwise resolved, Class Counsel and State Defendant's counsel shall confer within the 30-day period following notice to State Defendant's counsel in an attempt to resolve the claims. If no resolution is reached within 30 days from the date of notice, Class Plaintiffs may move this Court pursuant to Paragraph 18 of this Stipulation for an order for relief against State Defendant.

18. After complying with the procedures set forth in Paragraphs 16 or 17 of this Stipulation as applicable, Class Plaintiffs may move for enforcement of or compliance with any provision contained in Part I of this Stipulation or in paragraph 19 of this Stipulation, based on systemic non-compliance with said provision. In any such motion, Class Plaintiffs shall bear the burden of proving that any non-compliance is not minimal and/or isolated, so as to be systemic.

19. Class Counsel will not file a motion to enforce the provisions of this Stipulation in this case with respect to individual administrative fair hearing decisions regarding the amount of personal care services, unless such decisions demonstrate systemic noncompliance with the terms of this Stipulation.

20. Nothing herein shall be construed to prevent any individual member of the certified class in this action from commencing a separate action or proceeding in any court of competent jurisdiction to challenge a reduction or termination of that individual's personal care services.

VI. JURISDICTION OF THIS COURT WITH REGARD TO CITY DEFENDANT

21. As of the Effective Date of this Stipulation, the jurisdiction of this Court shall terminate for all purposes, except that the Court shall maintain continuing jurisdiction solely for the purposes of enforcement of this Stipulation until fifteen months after the adoption of final regulations pursuant to Paragraph 3 of this Stipulation. On that date, except as provided in

Paragraph 22 of this Stipulation, the Court's jurisdiction against City Defendant shall end, all rights arising under the provisions of this Stipulation against City Defendant shall terminate, and all of City Defendant's obligations arising under the provisions of this Stipulation shall be deemed satisfied.

22. If any motion is made within the period of the Court's jurisdiction as set forth in Paragraph 21 of this Stipulation, the Court's jurisdiction shall extend until the earlier of 60 days from the date that the Court's jurisdiction would otherwise end under Paragraph 21 or the date the Court denies such motion, unless the Court grants such motion. Any extension of jurisdiction based on non-compliance with any provision(s) of this Stipulation shall apply solely to that/those provision(s) as to which the Court has found systemic non-compliance. In no event shall any extension or extensions of jurisdiction extend the Court's jurisdiction beyond thirty-three months after State Defendant's adoption of final regulations pursuant to Paragraph 3 of this Stipulation.

23. If, before the adoption of final regulations pursuant to Paragraph 3 of this Stipulation, Plaintiffs believe that City Defendant has systemically failed to comply with this Stipulation, Class Counsel shall notify Defendants' counsel in writing of the nature and specifics of any alleged systemic failure to comply with a provision of this Stipulation at least thirty days before any motion is made for enforcement of this Stipulation. Unless otherwise resolved, all counsel shall confer within the 30-day period following notice to Defendants' counsel in an attempt to resolve the claims. If no resolution is reached within thirty days from the date of notice, Plaintiffs may move this Court pursuant to Paragraphs 21 and 22 of this Stipulation for an order for relief against City Defendant.

24. After complying with the procedures set forth in Paragraph 23 of this Stipulation, Plaintiffs may move for enforcement of the provisions of this Stipulation based on systemic non-compliance with those provisions. In any such motion, Plaintiffs shall bear the burden of proving that any non-compliance is not minimal and/or isolated, so as to be systemic.

25. Pursuant to paragraph 9 above, once State Defendant has issued newly-adopted regulations, and any stay of the regulations has ended, City Defendant's substantive obligations under this Stipulation shall terminate. However, if, after State Defendant's adoption of final regulations pursuant to Paragraph 3 of this Stipulation, Plaintiffs believe that City Defendant has systemically failed to comply with the provisions of the newly-adopted regulations that incorporate the principles of Paragraph 1, Class Counsel may move for an order directing City Defendant to comply with such regulations. At least thirty days before making any such motion, Class Counsel shall notify Defendants' counsel in writing of the nature and specifics of any alleged systemic failure to comply with the regulations. Unless otherwise resolved, all counsel shall confer within the 30-day period following notice to Defendants' counsel in an attempt to resolve the claims. If no resolution is reached within thirty days from the date of notice, Plaintiffs may move this Court for an order directing City Defendant to follow the provisions of the newly-adopted State regulations that incorporate the principles of Paragraph 1.

26. Plaintiffs' noncompliance with the time periods set forth in Paragraphs 23 or 25 of this Stipulation does not limit Plaintiffs' ability to make a motion before this Court if the alleged systemic failure to comply occurs less than thirty days prior to the scheduled termination date of this Court's jurisdiction, except that, under these circumstances, Plaintiffs shall provide Defendants with advance notice that is reasonable under the circumstances of their intent to make a motion.

27. Without diminishing Plaintiffs' right to seek enforcement of this Stipulation in the event of systemic non-compliance, Class Counsel may bring to the attention of City Defendant (or his successor), in writing, through the New York City Human Resources Administration's ("HRA's") Office of Legal Affairs, individual incidents in which it is alleged that the terms and conditions of this Stipulation have been violated, and City Defendant, through HRA's Office of Legal Affairs, shall provide a written response as quickly as possible in cases of an emergency, but in all cases within ten (10) business days. Said written response shall outline the steps that City Defendant has taken or will take to address the allegations that are brought to his attention, or will indicate that it is City Defendant's position that no action is needed at that time. If at any time City Defendant determines that he requires additional information or documentation from the client in order to investigate and/or resolve any issue(s) raised, City Defendant will notify Class Counsel as soon as practicable. Such notice will be considered a response by City Defendant only as to the allegation(s) for which additional information is needed. Within ten (10) business days following receipt of the requested information or documentation, City Defendant shall provide a further written response outlining the steps City Defendant has taken or will take to address the allegation(s) for which additional information was needed, or indicating that it is City Defendant's position that no action is needed at that time.

28. Plaintiffs will not file a motion to enforce the provisions of this Stipulation in this case with respect to individual decisions by City Defendant regarding the amount of personal care services, unless such decisions demonstrate systemic noncompliance with the terms of this Stipulation.

29. No provision in this Stipulation shall infringe upon any individual class member's right to request a fair hearing concerning that individual's right to personal care services or to

Case 1:12-cv-03216-SAS Document 82-4 Filed 05/07/14 Page 14 of 25

seek judicial relief pursuant to Article 78 of the C.P.L.R. Nothing herein shall be construed to prevent any individual member of the certified class in this action from commencing a separate action or proceeding in any court of competent jurisdiction to challenge a reduction or termination of that individual's personal care services.

VII. GENERAL PROVISIONS

30. This Stipulation constitutes the Parties' entire agreement and its provisions resolve this action in its entirety. For the duration of the term of this Stipulation, Defendants have no additional obligations with respect to the matters settled herein, and Plaintiffs shall not impose, nor seek to impose, nor bring any suit that seeks to impose, any additional obligations upon Defendants except as set forth in Paragraphs 20 and 29 of this Stipulation.

31. The agreement set forth in this Stipulation is solely for the purpose of settlement of the Action, and does not reflect the positions of Defendants in any other judicial or administrative proceeding. Nothing contained in this Stipulation shall be deemed, implied or construed to be a policy, custom, practice, or procedure of Defendants, the State and City of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), nor any of their officials, employees, or agents.

32. This Stipulation contains all of the terms and conditions agreed on by Class Plaintiffs and Defendants. No oral agreement entered into at any time nor any other written agreement entered into prior to the execution of this Stipulation shall be deemed to exist, to bind Class Plaintiffs or either Defendant, or to vary the terms and conditions set forth in this Stipulation.

33. The Parties acknowledge that this Stipulation has been fully negotiated by all Parties and the Parties agree that for purposes of construction no party is deemed to be the drafter thereof.

34. The obligations contained in this Stipulation may be amended only by written agreement of the affected parties.

35. If any date or period of time described in this Stipulation falls or ends on a public holiday or on a weekend, the date or period of time shall be extended to the next business day.

36. In the event of any intervening change in federal or state law, rule, or regulation that becomes effective during the term of this Stipulation that Defendants believe requires them to act in any way inconsistent with the provisions of this Stipulation, Defendants' counsel shall notify Class Counsel and the Parties shall attempt to come to an agreement as to any modification of the Stipulation that is required by the changes in federal or state law, rule, or regulation. If, after thirty days, the Parties have not been able to agree, the dispute shall be submitted to the Court pursuant to Federal Rule of Civil Procedure 60(b).

37. Class Counsel shall protect the confidentiality of all information concerning class members that is provided by Defendants while complying with the provisions of this Stipulation and shall not disclose such information to any individual other than in compliance with State and Federal Laws, except to the extent necessary in this action to enforce any right that any Class Member may have in this action pursuant to the terms of this Stipulation, or the rights of any Class Member to file a New York Civil Practice Law and Rules article 78 petition seeking relief from an adverse action or to otherwise seek relief as set forth in Paragraphs 20 and 29 of this Stipulation. Nothing herein shall be construed to prohibit a class member from using any

document(s) obtained from any source, other than a production by City Defendant pursuant to Paragraph 10 of this Stipulation, for any purpose.

38. Upon the Effective Date, this Stipulation shall be final and binding upon the Parties, their successors, and their assigns.

39. Any notice, report or communication required by or made pursuant to the provisions of this Stipulation shall be sent by electronic mail to all of the people listed below:

D. Alan Rosinus
arosinus@law.nyc.gov

Benjamin W. Taylor
btaylor@nylag.org

Eileen M. Connor
econnor@nylag.org

Donna B. Dougherty
ddougherty@jasa.org

Leslie Salzman
salzman@yu.edu

Toby Golick
tgolick@yu.edu

Robert L. Kraft
Robert.kraft@ag.ny.gov; and

Jane E. McCloskey
Jem07@health.state.ny.us

40. Any party may change its designated addressee(s) or address(es) by written notice to the other parties.

VIII. ATTORNEYS' FEES FROM STATE DEFENDANT

41. The agreement set out in Part VIII of this Stipulation resolves all claims for attorney's fees, costs, and disbursements made by Class Plaintiffs against State Defendant accruing from the beginning of time through the end of the Court's jurisdiction in accordance with the provisions of Part V of this Stipulation.

42. The State of New York shall pay to Class Counsel the sum of three-hundred fifty-thousand dollars ($350,000.00) ("State Fee Payment"), as set forth in Paragraph 43 of this Stipulation, in full and complete satisfaction of any and all claims, allegations, or causes of action against State Defendant and the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and all of their present and former principals, officers, directors, members, trustees, shareholders, affiliates, employees, agents, attorneys, insurers, subdivisions, subsidiaries, heirs, administrators, and assigns, whether in their individual or official capacities, for attorney's fees, costs, disbursements and expenses incurred by Class Plaintiffs for any and all legal counsel who have at any time represented Class Plaintiffs in the Action as well as in connection with any other proceeding, administrative, judicial or otherwise, and any other claim or action arising from, based upon, or alleging any of the acts, transactions, occurrences, or omissions asserted in the Action, for work done from the beginning of time through the end of the Court's jurisdiction in accordance with the provisions of Part V of this Stipulation.

43. The State Fee Payment shall be made by separate checks, for each of which an I.R.S. Form 1099 shall be issued, in the amounts listed below, made payable to the following individuals or entities and sent to the following addresses:

Toby Golick, Esq. Cardozo Bet Tzedek Legal Services	$77,500.00

55 Fifth Avenue New York, New York 10003	
Leslie Salzman, Esq. Cardozo Bet Tzedek Legal Services 55 Fifth Avenue New York, New York 10003	$77,500.00
New York Legal Assistance Group Ben Taylor, Esq. Eileen Connor, Esq. 7 Hanover Square, 18th floor New York, New York 10004	$125,000.00
JASA/Legal Services for the Elderly In Queens Donna Dougherty, Esq. 97-77 Queens Boulevard, Suite 600 Rego Park, New York 11374	$70,000.00

44. In the event that the Court grants one or more motions filed by Class Plaintiffs to enforce any of State Defendant's obligations under this Stipulation, Class Plaintiffs may seek reasonable attorney's fees, costs, and disbursements from State Defendant accrued in bringing such motion in an amount not to exceed $50,000 in the aggregate for all such motions, in addition to the State Fee Payment.

45. Nothing contained in Part VIII of this Stipulation shall be deemed to be an agreement or an admission by State Defendant as to the reasonableness of the number of hours spent or the particular hourly rates claimed by Class Counsel, or that the Class Plaintiffs will be entitled to any attorney's fees, costs, and disbursements in connection with the Action in the future other than as provided in Paragraph 44 of this Stipulation, and State Defendant does not waive any defenses to any application by Class Plaintiffs for additional fees as provided in paragraph 44 of this Stipulation.

46. In the event that the payment of the settlement amounts referenced in Paragraph 43 of this Stipulation have not been made by the one hundred twentieth (120th) day after receipt by the Office of the Attorney General of a "So Ordered" copy of this Stipulation, entered into the record by the Clerk of the Court, together with all other documentation required under Paragraph 47 of this Stipulation, interest on any part of the settlement amounts not paid by the one hundred twentieth (120th) day shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on the one hundred twenty-first (121st) day.

47. Payment of the settlement amounts referenced in Paragraph 43 of this Stipulation is subject to the approval of all appropriate New York State officials, in accordance with Section 17 of the New York Public Officers Law. Class Plaintiffs and Class Counsel agree to execute and deliver all necessary and appropriate vouchers and other documentation requested with respect to obtaining such approval and effectuating payment. In the event that such approval is not obtained, then Part VIII of this Stipulation shall be null, void, and of no further force and effect, and Plaintiffs reserve their right to move the Court for fees notwithstanding any other provision of this Stipulation.

48. Class Plaintiffs and Class Counsel agree that any taxes on the payments, and/or any interest or penalties on the taxes on the payments made pursuant to Part VIII of this Stipulation shall be their sole and complete responsibility. Class Plaintiffs and Class Counsel shall have no claim, right, or cause of action against State Defendant, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, on account of such taxes, interest, or penalties, and agree that they will defend, indemnify and hold harmless State Defendant, the State of New York (including, but not limited to, any and all

agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their individual or official capacities, for the satisfaction of any such taxes, interest, or penalties.

49. Class Plaintiffs and Class Counsel agree that neither State Defendant, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), nor any of their officials, employees, or agents, whether in their individual or official capacities, shall be responsible for any liens of any kind (including, but not limited to, any and all workers' compensation, tax, or child support liens) which may attach to the payments set forth in Part VIII of this Stipulation. Class Plaintiffs and Class Counsel shall have no claim, right, or cause of action against State Defendant, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, on account of such liens, and agree that they will defend, indemnify, and hold harmless State Defendant, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their individual or official capacities, for the satisfaction of any such liens.

50. In consideration of the payment of the State Fee Payment, Class Plaintiffs, on behalf of themselves and their heirs, executors, administrators, successors, and assigns, hereby jointly and severally release and forever discharge, on the merits and with prejudice, State Defendant, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and all of their present and former principals, officers, directors, members, trustees, shareholders, affiliates, employees, agents, attorneys, insurers, subdivisions, subsidiaries, heirs, administrators, and assigns, whether in their individual or

official capacities, from any and all claims for attorney's fees, costs, and disbursements arising from or in connection with the Action except as provided in Paragraph 44 of this Stipulation, and this Stipulation shall be deemed a release to that effect.

IX. ATTORNEYS' FEES FROM CITY DEFENDANT

51. This agreement set out in Part IX of this Stipulation resolves all claims for attorney's fees, costs and disbursements accruing from the beginning of time through the end of the Court's jurisdiction in accordance with the provisions of Part VI of this Stipulation. In the event that, after this Stipulation is signed by the Parties, Plaintiffs file one or more motions as permitted by this Stipulation, they may seek attorneys' fees and costs arising from or in connection with such motion(s). Notwithstanding the foregoing, Plaintiffs may not seek or be awarded fees of more than one-hundred thousand dollars and zero cents ($100,000.00) in the aggregate for all such motions, in addition to the amount payable by City Defendant pursuant to paragraph 55 of this Stipulation for work performed up to the Effective Date.

52. Nothing contained in Part IX of this Stipulation shall be deemed to be an agreement or an admission by any Defendant as to the reasonableness of the number of hours spent or the particular hourly rates claimed by Class Counsel, or that Class Plaintiffs will be entitled to any attorney's fees, costs, or disbursements in connection with this action in the future other than as provided in Paragraph 51 of this Stipulation, and City Defendant does not waive any defenses to any application by Class Plaintiffs therefor.

53. The agreement regarding payment of attorney's fees, costs, and disbursements set forth in Part IX of this Stipulation is solely for the purpose of settlement of this action and does not reflect the positions of the Parties in any other judicial or administrative proceeding. Nothing

contained in Part IX of this Stipulation shall be deemed, implied, or construed to be a policy, custom, practice, or procedure of the City of New York, City Defendant, or any City agency.

54. Part IX of this Stipulation contains all of the terms and conditions agreed on by the Parties regarding the payment by City Defendants of attorney's fees, costs, and disbursements for work done in this action. No oral agreement entered into at any time nor any other written agreement entered into before the execution of this Stipulation shall be deemed to exist, to bind the Parties, or to vary the terms and conditions set forth in this Stipulation.

55. The City of New York shall pay the sum of three hundred and fifty thousand dollars and zero cents ($350,000.00) ("City Fee Payment") to Class Counsel, and Class Plaintiffs hereby agree to accept said payment in full satisfaction of all claims for attorney's fees, costs, and disbursements in, arising from, or in connection with this action from the beginning of time through the Effective Date.

56. Payment of the City Fee Payment shall be made by checks, issued in the amounts specified herein, payable to the following persons and entities, at the addresses shown below:

Toby Golick, Esq. Cardozo Bet Tzedek Legal Services 55 Fifth Avenue New York, NY 10003	$77,500.00
Leslie Salzman, Esq. Cardozo Bet Tzedek Legal Services 55 Fifth Avenue New York, NY 10003	$77,500.00
New York Legal Assistance Group Ben Taylor, Esq. Eileen Connor, Esq. 7 Hanover Square, 18th floor New York, NY 10004	$125,000.00

JASA/Legal Services for the Elderly In Queens $70,000.00
Donna Dougherty, Esq.
97-77 Queens Boulevard, Suite 600
Rego Park, New York 11374

57. In consideration of the payment of the City Fee Payment, the Plaintiffs individually and on behalf of each member of the class, and on behalf of the respective heirs, executors, administrators, personal representatives, successors, and assigns of each of themselves and each of the members of the class hereby jointly and severally release and forever discharge City Defendant and the City of New York, including, without limitation, its past and present officials, employees, departments, agencies, representatives, directors, and agents, their successors and assigns, and their respective heirs, executors, administrators, personal representative, and transferees, and each of them, from any and all claims for fees, costs, and disbursements arising from or in connection with the above-captioned action from the beginning of time through the Effective Date, and this Stipulation shall be deemed a release to that effect. Class Counsel shall also execute releases consistent with this paragraph, delivery of which to City Defendant's counsel shall be a condition precedent to payment of the City Fee Payment.

58. Plaintiffs shall promptly execute and deliver to City Defendant's counsel the documents and information reasonably necessary to effectuate the City Fee Payment, which includes any requisite payment vouchers.

59. In the event that the payment of the settlement amounts referenced in Paragraph 56 of this Stipulation have not been made by the one hundred twentieth (120th) day after receipt by the Office of the Corporation Counsel of the City of New York of a "So Ordered" copy of this Stipulation, entered into the record by the Clerk of the Court, together with all other documentation required under Paragraph 58 of this Stipulation, interest on any part of the

settlement amounts not paid by the one hundred twentieth (120th) day shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on the one hundred twenty-first (121st) day.

Dated: New York, New York
May 21, 2014

New York Legal Assistance Group
Class Counsel

By: ______________________
Ben Taylor, Esq.
Eileen Connor Esq.
7 Hanover Square
New York, NY 10004

Dated: New York, New York
May 21, 2014

JASA/ Legal Services For The Elderly In Queens
Class Counsel

By: ______________________
Donna Dougherty, Esq.
97-77 Queens Boulevard Suite 600
Rego Park, New York 11374
(718) 286-1515

Dated: New York, New York
May 22, 2014

Toby Golick, Esq.
Class Counsel

____
Cardozo Bet Tzedek Legal Services
55 Fifth Avenue, 11th Floor
New York, New York 10003
(212) 790-0240

Dated: New York, New York
May 22, 2014

Leslie Salzman, Esq.
Class Counsel

____
Cardozo Bet Tzedek Legal Services
55 Fifth Avenue, 11th Floor
New York, New York 10003
(212) 790-0240

Dated: New York, New York
May 27, 2014

Eric T. Schneiderman, Attorney General
of the State of New York
Attorney for State Defendant

By: ______________________
Robert L. Kraft
Assistant Attorney General
120 Broadway 24th Floor
New York, New York 10271
(212) 416-8632

Dated: New York, New York
May 24, 2014

Zachary W. Carter, Corporation Counsel
of the City of New York
Attorney for City Defendant

By: ______________________
David Alan Rosinus, Jr.
Assistant Corporation Counsel
100 Church Street, 2nd Floor
New York, New York 10007
(212) 356-0877

SO ORDERED:

____
Shira A. Scheindlin
United States District Judge

Dated: ______________